

John M. Desmarais (SBN 320875)  
jdesmarais@desmaraisllp.com  
DESMARAIS LLP  
101 California Street  
San Francisco, CA 94111  
(415) 573-1900

Justin P.D. Wilcox (admitted *pro hac vice*)  
jwilcox@desmaraisllp.com  
Tamir Packin (SBN 317249)  
tpackin@desmaraisllp.com  
Steven M. Balcof (admitted *pro hac vice*)  
sbalcof@desmaraisllp.com  
Carson Olscheski (admitted *pro hac vice*)  
colsheski@desmaraisllp.com  
DESMARAIS LLP  
230 Park Avenue  
New York, NY 10169  
(212) 351-3400

*Attorneys for Plaintiffs*

OTTO O. LEE, CA Bar No. 173987  
olee@iplg.com  
KEVIN VIAU, CA Bar No. 275556  
kviau@iplg.com  
INTELLECTUAL PROPERTY LAW GROUP LLP  
1871 The Alameda, Suite 250  
San Jose, California 95126  
Telephone: (408) 286-8933  
Facsimile: (408) 286-8932

*Attorneys for Defendant James He*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND**

CISCO SYSTEMS, INC., a California  
Corporation, CISCO TECHNOLOGY, INC.,  
a California Corporation

Plaintiffs,

v.

WILSON CHUNG, JAMES HE, JEDD  
WILLIAMS, and THOMAS PUORRO,  
individuals, and PLANTRONICS, INC. dba  
POLY, a Delaware Corporation

Defendants.

Case No. 4:19-cv-07562-PJH

**STIPULATED INJUNCTION AND  
[PROPOSED] ORDER**

1 Plaintiffs Cisco Systems, Inc. and Cisco Technology, Inc. (collectively, “Cisco”) and  
2 Defendant James He, by and through the undersigned counsel, state as follows:

3 WHEREAS, on November 18, 2019, Cisco filed suit against Mr. He for monetary and  
4 injunctive relief for alleged trade secret misappropriation pursuant to the Defend Trade Secrets  
5 Act (“DTSA”) under 18 U.S.C. § 1836 *et seq.*, and the California Uniform Trade Secrets Act  
6 (“CUTSA”) under Cal. Civ. Code § 3426 *et seq.*;

7 WHEREAS, on December 17, 2019, Cisco filed a first amended complaint for trade secret  
8 misappropriation against Mr. He and other named defendants, alleging trade secret  
9 misappropriation pursuant to the DTSA and CUTSA and seeking monetary and injunctive relief;

10 WHEREAS, on June 12, 2020, Cisco filed a second amended complaint for trade secret  
11 misappropriation against Mr. He and other named defendants, alleging trade secret  
12 misappropriation pursuant to the DTSA and CUTSA and seeking monetary and injunctive relief;

13 WHEREAS, on August 19, 2020, Mr. He filed an answer to Cisco’s second amended  
14 complaint for trade secret misappropriation and counterclaims, denying Cisco’s allegations of  
15 trade secret misappropriation;

16 WHEREAS, Cisco and Mr. He participated in a mediation conference with Magistrate  
17 Judge DeMarchi on April 1, 2021;

18 WHEREAS, Cisco and Mr. He, through their authorized representatives, have reached  
19 agreement on the terms of a settlement that they consider to be a just, fair, adequate, and equitable  
20 resolution of the disputes between them in this case;

21 WHEREAS, Cisco and Mr. He agree that “Cisco Confidential Business Information”  
22 means confidential information that was developed, created, or discovered by or on behalf of  
23 Cisco, which has commercial value in Cisco's business, including software programs and  
24 subroutines, source and object code, algorithms, trade secrets, designs, technology, processes, data,  
25 techniques, inventions (whether patentable or not), works of authorship, formulas, business and  
26 product development plans, customer lists, and other information concerning Cisco's actual or  
27 anticipated business, research or development, or which is received in confidence by or for Cisco  
28 from any other person;

1 WHEREAS, Cisco and Mr. He agree that “Employer” means a person or organization that  
 2 employs Mr. He, or contracts with Mr. He to provide work as an independent contractor, on or  
 3 after the entry of this Stipulated Injunction, and such person or organization (a) is in a contractual  
 4 relationship with Cisco, and (b) is authorized by Cisco to use Cisco Confidential Information  
 5 pursuant to that contractual relationship;

6 WHEREAS, Cisco and Mr. He have agreed to the entry of this Stipulated Injunction as  
 7 part of their settlement agreement to resolve their claims against each other in this action, and no  
 8 admission of liability is made by this Stipulated Injunction.

9 NOW, THEREFORE, IT IS STIPULATED BY AND BETWEEN THE PARTIES THAT  
 10 THE COURT SHOULD ISSUE AN ORDER AS FOLLOWS:

11 **INJUNCTIVE RELIEF**

12 1. Mr. He shall be permanently enjoined and forever prohibited from receiving, using,  
 13 and/or distributing Cisco Confidential Business Information except under the following  
 14 conditions.

15 2. Mr. He may receive or use Cisco Confidential Business Information only if: (1)  
 16 Cisco provides written consent to Mr. He; or (2) Mr. He receives Cisco Confidential Business  
 17 Information from or through an Employer, his use of that Cisco Confidential Business Information  
 18 is within the scope of his employment or contract work for the Employer and solely for Cisco’s  
 19 benefit, and Mr. He’s receipt and use of the Cisco Confidential Business Information is subject to  
 20 the confidentiality terms of his employment or contract with the Employer.

21 3. The terms of this Stipulated Injunction shall become effective upon entry of an  
 22 order by the Court ratifying this Stipulated Injunction.

23 SO ORDERED this \_\_\_\_\_ day of August, 2021.

24  
 25  
 26 \_\_\_\_\_  
 United States District Judge  
 27  
 28

Respectfully submitted,

Dated: August 12, 2021

DESMARAIS LLP

By: /s/ Carson Olsheski

John M. Desmarais (SBN 320875)  
jdesmarais@desmaraisllp.com  
DESMARAIS LLP  
101 California Street  
San Francisco, CA 94111  
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Justin P.D. Wilcox (admitted *pro hac vice*)  
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sbalcof@desmaraisllp.com  
Carson Olsheski (admitted *pro hac vice*)  
colsheski@desmaraisllp.com  
DESMARAIS LLP  
230 Park Avenue  
New York, NY 10169  
(212) 351-3400

Dated: August 12, 2021

By: /s/ Kevin Viau

Otto O. Lee, Esq.  
Kevin Viau, Esq.  
INTELLECTUAL PROPERTY LAW GROUP LLP  
1871 The Alameda, Suite 250  
San Jose, California 95126  
Telephone: (408) 286-8933  
Facsimile: (408) 286-8932

#### ATTESTATION OF CONCURRENCE IN FILING

Pursuant to N.D. Cal. L.R. 5-1, I hereby attest that concurrence in the filing of this document has been obtained from counsel for Plaintiffs CISCO SYSTEMS, INC. and CISCO TECHNOLOGY, INC..

Dated: August 12, 2021

By: /s/ Kevin Viau

Kevin Viau  
Otto O. Lee  
INTELLECTUAL PROPERTY LAW GROUP LLP  
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San Jose, California 95126  
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